CSS Associates, Inc.

33 East High Street
PO Box 1768
Springfield OH 45501

513-324-2515
1-800-535-4965

FAX: 513-324-2334

December 20, 1993

Ripley County Board of Commissioners
Courthouse
Versailles, Indiana 47042

LETTER OF TRANSMITTAL
Property Appraisal Software Proposal and Bid

Members of the Board:

We are pleased to submit our quotation to provide assessment software for the County Assessor. We have offered a "software only" proposal which gives the County maximum flexibility in this procurement.

Our proposal is to provide a PC client-server solution for the County Assessor which interfaces with the existing DEC computer. The reassessment application is ideally suited for this PC environment because it is graphics oriented and CPU-intensive with low transaction volumes and a large database. Our proposal presents an opportunity for the County to move to an open environment which is independent of any particular vendor's hardware instead of keeping its assessment software running under the older, proprietary DEC operating environment. Offloading the CPU-intensive assessment application will improve VAX system performance, free system resources for other users and provide a longer period before another system upgrade is needed.

Our software is certified by the State Tax Board on the new open software environment of Microsoft Windows™ and a special version of our software is being used by all State Tax Board Field Appraisers and Field Representatives on their new notebook computers.

I have already signed the software license and support agreements at the back of this proposal. They are ready for your signatures to indicate contract acceptance. We can deliver and install the software within 30-45 days after contract execution.

Sincerely,

J. Wayne Moore
President

Detailed

Quotation

RIPLEY COUNTY, INDIANA

Assessor's Office

Property Appraisal

Software

By: CSS Associates, Inc.
(800) 535-4965

SECTION I

COMPANY OVERVIEW

ORGANIZATION

PERSONNEL

COMPANY OVERVIEW & ORGANIZATION

1.   Official name of firm: CSS Associates, Inc.

2.   Date founded: Originally formed as Computer Systems & Services of Springfield on September 1, 1972, as a sole proprietorship; incorporated as Computer Systems & Services, Inc. in 1975; name changed to CSS Associates, Inc. and incorporated under present name in 1982.

3.   Charles R. Colvin, Jr. is the application consultant and Indiana representative.

4.   CSS Associates, Inc. is a privately held, independent corporation with one stockholder who was the original founder in 1972. CSS has no corporate ties with any other corporation except its wholly owned subsidiary CSS Support Center, Inc. which specializes in software for the construction industry.

5.   CSS Associates, Inc. is an Ohio corporation registered to do business in Indiana.

6.   The CSS fiscal year ends July 31. CSS financial reports are on file with the Indiana State Board of Tax Commissioners. The current DUN & BRADSTREET rating of CSS Associates, Inc. is BB2 (DUNS Number 022497796).

7.   CSS Associates, Inc. primarily services county government units in Ohio, Indiana and Kentucky. CSS Support Center, Inc. provides software and support to construction industry clients on a nation-wide basis.

8.   CSS Associates, Inc. has a staff of 10 with a total of over 120 man-years of county government computer system development and support experience. The average staff tenure with CSS is over 11 years and only 4 staff members have less than 10 years experience with CSS.   CSS Support Center, Inc. has 2 staff members. All programmers working with county government application software have, as a minimum, 4 year bachelor degrees in Computer Science. Wayne Moore holds an undergraduate degree in Economics from the University of Delaware and a Master's Degree in Systems Engineering (Computer Science/Numerical Analysis/Operations Research) from SMU.

9.   Customer Base:
    a.   CSS Associates, Inc. has major county customers with whom CSS has maintained a long term and strong support relationship. CSS Support Center, Inc. has about 150 commercial customers.
    b.   County government customers: Sixteen (16) + Indiana State Tax Board
        Contractor customers: One Hundred Forty (140)
        Manufacturer/other customers: Ten (10)
    c.   Geographic distribution of customers:
        County government:

	Ohio	3	Clark, Shelby, Marion
	Indiana	13	List available on request

| | Kentucky | 1 | Jefferson (Louisville) (30% of the Commonwealth's real estate base) |
| Commercial: | | | States from Maine to Hawaii covering 5 time zones |

d. Names of specific user references:

LaPorte County, IN (219) 326-6808	Mike Shultz	Auditor
	Chris Brady	Treasurer
	Judy Ott	Assessor
	Mike Quinn	Commissioner
	Sherry Waters	Co. Council
	Debbie Kraus	DP Supervisor

Johnson County, IN (317) 736-5000	Betty Stringer	Auditor
	Gayle Allard	Treasurer
	Bill Combest	Assessor
	Rob Norris	DP Supervisor

Jefferson County, KY (502) 625-6380	Denise Harper-Angel	PVA
	Jackie Beard	Chief Deputy
	Griffin Torrance	DP Supervisor

Clark County, OH (513) 328-2423	George Sodders	Auditor/Assessor
	Steve Metzger	Treasurer
	Roger Tackett	Commissioner

Shelby County, OH (513) 498-7202	Frank Hoehne	Auditor/Assessor
	Mary Allenbaugh	Treasurer
	Tom Zinfer	Commissioner

Marion County, OH (614) 387-8560	Nancy Kinney	Director of Human Serv.
	Shirley Sloan	Contracts Admin.
	Judy Coell	Child Support Agency

11. The County will be supported primarily from our Indianapolis office under the direction of Charles R. Colvin, Jr..

12. The business philosophy of CSS Associates, Inc. differs significantly from that of most corporations. Stability of operations is of primary concern and growth is of secondary importance. Service and support of existing customers takes priority. CSS is able to take a long term view in dealing with its customers and does not need to worry about short term results to satisfy stockholders or investors. The company is debt free and owes nothing to anyone except its existing customers.

CSS ASSOCIATES, INC.

Brief description of assessment application software experience in Indiana.

CSS assessment software has been in use in Indiana since 1976, longer than any other package.

CSS was the contractor selected through competitive bidding by the State of Indiana in 1979 to perform the Pilot Reassessment Project in Johnson County. It was very successful and demonstrated the enhanced records management and capability to produce accurate assessments available to Indiana assessors through the operation of an in-house computer system.

CSS assessment software was the only package in use in Indiana between 1980 and 1993 which had been independently certified and validated against Regulation 17, the Indiana Appraisal Manual.

The Indiana State Board of Tax Commissioners selected CSS software for use on all the new notebook computers used by their Field Appraisers and Field Representatives.

Although CSS has not been involved in marketing activities in Indiana prior to 1993, the CSS assessment software package has been in continuous use in Indiana in LaPorte County since 1976 and Johnson County since 1979. CSS has provided and supported Auditor and Treasurer software in both counties since 1980, and in Ohio counties since 1975.

CSS assessment software has been unconditionally certified by the State Board of Tax Commissioners and has recently been selected for use by additional Indiana counties. Based upon the interest shown by Indiana Assessors in the new CSS software, CSS looks forward to being one of the leading providers of assessment software in Indiana.

CSS is the only remaining independent supplier of assessment software in the entire country, under the same ownership, that was developing and supporting assessment software 20 years ago.

CSS ASSOCIATES, INC.

Computing Experience, Standards & Open Environments

CSS is one of the pioneers of the computer assisted mass appraisal (CAMA) industry, having successfully completed a minicomputer based project for a 300,000 parcel jurisdiction in the 1973-75 time period, when all other projects ran on mainframe computers. CSS currently has contracts to support jurisdictions with as few as 9000 parcels (Crawford County, Indiana) to as many as 255,000 parcels (Jefferson County, Kentucky - Louisville).

Although CSS still supports its customers who choose to run in proprietary operating environments (the DEC VAX/VMS environment is an example of a proprietary environment), CSS has moved steadily toward an open environment in the past five years. CSS Support Center works with customers using more than 20 different brands of computers, but all of whom are running industry standard versions of DOS, NETWARE, UNIX and AIX.

The new CSS Appraisal System called "ProVal™, The Property Valuation System for Windows™", is a totally new software system based upon 20 years of appraisal experience, incorporating current technology and standards:

1. ProVal™ is built around an SQL Database Engine which is Open Data Base Compliant (ODBC). Over 60 database developers including Oracle, Informix, Microsoft, Microrim and others have agreed voluntarily to comply with this modern standard.

2. ProVal™ runs under Microsoft Windows™ which is the emerging standard operating environment for microcomputers. Over 50% of the microcomputers shipped in 1993 had Windows™ installed and it is estimated that 95% will be shipped with Windows™ in 1995. Moving the ProVal™ software from Microsoft Windows™ to Microsoft Windows NT™ will be an easy and natural transition at the appropriate time.

3. Intel based microcomputers are the defacto standard for modern hardware and continue to become more powerful. Arrays and networks of these processors make up the ideal hardware environment for ProVal™ in jurisdictions of all sizes.

4. ProVal™ is written predominately in C/C++, which is the object oriented language of choice for major applications development in the 1990's. This choice provides ANSI standards, gives complete control over the Graphics User Interface of Windows™, allows a standard Application Program Interface to the SQL Database Engine, and permits the use of Fortran and 4GL Language components as appropriate.

5. A major ProVal™ design goal has been adherence to modern industry standards so that software investments made today can be used far into the future and will run on all hardware which complies with industry standards.

Product Positioning & Relationship To Other Software

Although CSS has experience and software for a variety of areas needed by County governments, CSS has decided to focus its resources on development and support of the best available real property software, which begins with appraisal and assessment. CSS arguably has more systems experience in this area than any other vendor and its goal is to build on that experience, specialize, and be the best. To do so, CSS encourages the concept that other vendors should provide solutions needed in specialized areas such as appraisal field work, hardware, networking, Geographic Information Systems (GIS), Recorder Office, Auditor's financial, etc. For this reason a major part of the CSS product offering is flexibility and cooperation for interfacing with vendors providing other required services. CSS believes that if each vendor specializes in what they do best, while following industry standards, the end result will be higher quality products and solutions from which the jurisdiction may pick and choose, mix and match. It is the CSS contention that no vendor has the resources to do everything well. CSS has developed ProVal™ as its flagship product for assessment and pledges to work cooperatively with vendors which the County selects for other specialized services.

Some companies are appraisers with computers and others are computer companies with appraisal software — we, however, stand alone:

CSS Associates, Inc.
Computerized Appraisal Systems
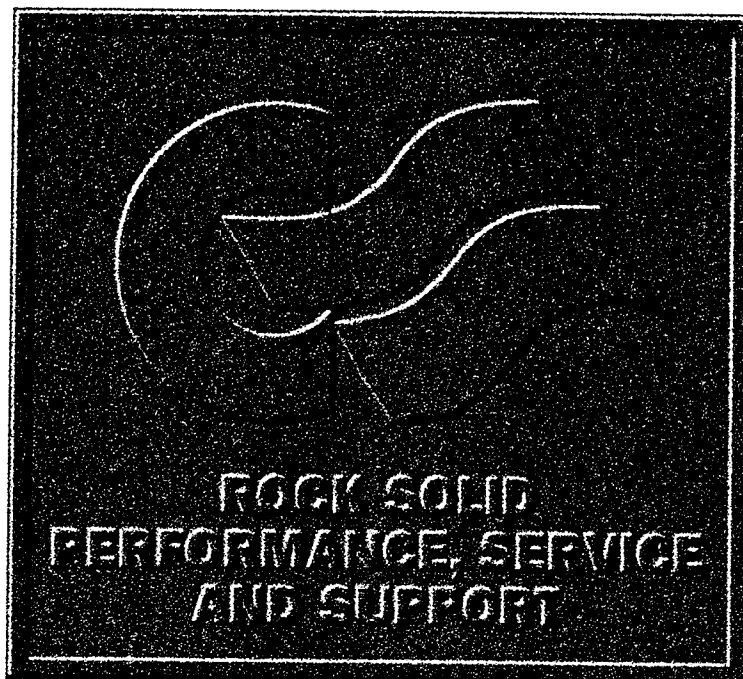
...setting the standard for service, performance and reliability in appraisal systems for over twenty years.

CSS Associates, Inc. is a computer systems and software contractor specializing in the design, development and operation of real estate appraisal systems. As an independent corporation, CSS has continually developed, installed and supported appraisal software since 1972. More than 20 years of business has earned CSS a solid reputation for delivering quality, reliability and service that is second to none.

SECTION II

APPRAISAL SYSTEM

SOFTWARE

DESCRIPTION

CSS ASSOCIATES, INC.
SOFTWARE & SERVICES

CLAY COUNTY

Quote For Assessor's Reassessment Application Software: $6,300.00 (3 workstations)

We are pleased to submit our bid and terms for supplying the County with the software to implement the new reassessment system for the County Assessor in accordance with your Request For Bids. Our software is certified by the State Board of Tax Commissioners and we will be able to deliver and install it within 30-60 days of the actual contract date. File conversion arrangements between ATEK and the county will effect the installation date.

This bid does not include computer hardware. However, since our software runs on industry standard IBM compatible equipment you may purchase the hardware from whatever source is best for the County. The hardware specifications for equipment necessary to run our software are attached and made part of this bid. The equipment must be reliable and 100% industry compatible.

Our software price quote includes the licenses necessary to run on one (1) dedicated server and three (3) workstations in a network. If you add more workstations in the future to run the assessment software, you will be required to purchase a workstation expansion software license for each new workstation for a fee of $1,400 without support. If at some point you decide to use portable laptop or notebook computers they must also have a valid license to be used at the same time as the workstations in the office network. We have a restricted use software license available for portable computers for a fee of $950 for each computer. Alternatively, you may use the portable computer without a license fee by moving the software activator from one of the office workstations to the portable computer, which will inactivate the office workstation. However, the software activator is very valuable and if lost cannot be replaced without purchasing a new workstation license for the expansion license fee stated above. If an activator is damaged it may be returned to us for replacement for a fee of $125. The software license is approved by the State Tax Board as part of the certification process and provides you with the permanent right to use the software as delivered without additional license fees.

Our software license price quote DOES NOT include software updates and toll free phone support for the first year, since the RFB designates these items to be priced separately. These services are provided under our standard software update and support agreement, at a cost of $450 per month for three workstations ($525 per month for four, $575 per month for five).

Our proposal includes a separate fee of $1,200 for three (3) days of on-site installation and training after your hardware supplier has delivered and installed the computer equipment, installed the network software and certified that all components including the necessary tape backup unit are functioning properly. All other on-site visits, including any return visits caused by hardware problems, will be invoiced to the county at our standard on-site rates. The current on-site rate sheet is attached.

Finally, our price quote includes our services to convert parcel numbers, owner names, addresses, descriptions, and available data from your present computer system into the new assessment database at no additional fee. This conversion service is based upon the county having full rights to the data files which are provided to CSS for conversion. ATEK has established policies in this regard which are described elsewhere in this proposal and may require a fee from the county. Additionally, we will provide assistance, programming and technical support to provide a custom interface between the assessment computer system files and the tax billing system files so that name changes, parcel splits and assessment value posting can be accomplished between the systems. The tax billing software vendor may charge a small fee for interface programs.

CSS software will interface assessed values with the Auditor's current computer system. CSS will provide all necessary programming and technical support to accomplish this with no charge beyond the license fee which we bid for the county. This interface will make possible accomplishing the annual interface of assessed values from the Assessor to the Auditor with no need for the Auditor to key in values beyond what is presently being done. In addition, the interface file that we provide will be of the same format as is presently used and there will be no need for programs on the Auditor's side to be changed. The annual interface of values will be functionally the same as it is presently. It is our understanding that there are no ATEK charges for the annual value change interface with the Auditor so long as the file and data are correct for use with the ATEK system. CSS is willing to assume responsibility for the interface file correctness.

In satisfying the needs of the working assessor, the CSS software goes beyond the minimum requirements of the standards published by the State Board of Tax Commissioners.

1. Sketch graphics and related tabular data about each parcel are highly integrated; changing the sketch causes the related data to change automatically (square feet by level, etc.).

2. Sketching is powerful and intuitive; easy to learn and use, yet able to handle sophisticated situations.

3. Labels and descriptions are directly from the Indiana Manual. All possible selections are displayed for each field; the user never needs to remember or enter codes.

4. The software handles pictures as a standard feature and uses industry standard picture formats.

5. Ability to work with current cost tables (1989) and future cost tables (1995) all within the same software and file structure.

6. Ability to specify independent effective years of recently attached items, use different depreciation amounts, and still include them as part of the existing sketch.

7. Ability to specify the year in which a newly added feature takes effect for inclusion in the assessment roll.

8. Ability to display standard Indiana labels in each sketch segment along with the computed square feet for the segment, on both the video display and on the printed property record card.

9. Capability to work with field data which has been collected according to the Indiana Manual without any other form of data coding or translation.

10. Capacity to automatically compute commercial structure perimeter and PAR from the sketch.

11. Capability to include certain residential and agricultural features with commercial structures.

12. Ability to mix residential, agricultrual and commercial structure types and uses on the same parcel.

13. Capability to allow and handle square footage amounts which go beyond the ranges in the tables, such as for utility sheds, etc.

14. Ability to enter building permit information.

15. Ability to enter sales information.

16. The software includes a sales comparison market approach as part of the basic package (Release 5.1).

17. The software has been designed to handle printing of all classes of property on a single Property Record Card format which is clear and understandable.

18. The system will use existing HP laser printers to print property record cards.

19. The software will maintain County Land Order information in a separate table and allow it to be further divided by defined neighborhood.

20. Capability to automaticallly retrieve neighborhood factors such as desireability rating, homesite value, etc. from the neighborhood table instead of entering these factors on each parcel.

D R A F T

CSS Appraisal System

for Windows

Version 5
Release 5.0

USER GUIDE

Release 1.0

June 1993

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Table of Contents

INTRODUCTION

1.1 History of the CSS Appraisal System

The software described in this User Guide is the culmination of extensive research and experience. The CSS Appraisal System has been refined for more than twenty years, and Version 5 combines both the CSS cost approach and the CSS sales comparison approach into one integrated system.

Version 1 of both the CSS cost system and the CSS sales comparison system were used for the first market equalization of Hamilton County (Cincinnati), Ohio beginning in 1973. It was the first complete computer assisted mass appraisal (CAMA) system used in Ohio which included digitized data entry, computer sketches on printed property record cards, references to comparable sales on each property record card, as well as many other firsts. The only earlier use of computers for mass appraisal in Ohio was in Cuyahoga County (Cleveland) in 1971 where multiple regression analysis (MRA) was used to compute value estimates, but it was not a complete system with computer sketches, computer entry of all property record card data and computer printed property record cards. CSS's Version 1 Appraisal System was a pioneering effort which was very advanced for its time, employing certain sales comparison techniques which remain innovative twenty years later.

Version 2 of the CSS cost system appeared in 1976 when CSS began computerized appraisal projects for 33 townships in Indiana under the newly rewritten Indiana Appraisal Manual. Over 200,000 parcels were processed by CSS for the Indiana 1978 Reassessment using Version 2 software which was actually just a modification of the cost system used by CSS in Hamilton County, Ohio. Since it was an adaption, rather than being developed specifically for the Indiana Manual, it had a number of problems.

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basis for house type classification, model construction and reporting. Version 3 runs on the ModComp computers and will be used for future market approach valuations in those jurisdictions.

As one can see, there has been a rich history of research, development and real world experience leading up to the release of CSS Appraisal System Version 5. We believe you will find that Version 5 is the finest Computer Assisted Mass Appraisal system available anywhere at any price. Version 5 is a complete rewrite of the CSS Appraisal System and incorporates the cost approach based entirely on the Indiana Appraisal Manual, and the sales comparison approach based upon CSS market approach experience and development dating back to 1973. The cost approach is fully implemented in Release 5.0 and the market approach will be included with Release 5.1

1.2   VERSION 5 FEATURES AND DESIGN CONCEPTS

The most obvious feature of the new Version 5 software is the Graphical User Interface (GUI), built around Microsoft Windows. Unlike earlier versions of the CSS Appraisal System, Version 5 is not character and code oriented. Rather, it features pop-up menus, list boxes and dialogue boxes to provide a more intuitive user interface. Version 5 features the intelligent use of color to enhance user interaction with the system rather than for impression. For example, during interactive sketch entry the color red is used to highlight lines and objects which are currently being manipulated. Once the line or object is finalized, its color is changed to black. There is almost no need to remember and enter codes. A pop-up menu or list box is available for every instance where a selection is needed.

The fundamental design concept of Version 5 is to use the Indiana Appraisal Manual, a good quality public domain cost approach system, for the underlying

INTRODUCTION

most appraisal companies operating in Ohio use the cost approach to determine market value.

The market approach included with Release 5.1 of the CSS Appraisal System is an innovative, proven approach to value which produces a separate calculation of value based upon models derived from market sales of similar properties. However, the CSS market approach uses the very same descriptive elements of each dwelling which are collected according to the rules of the Indiana Manual for producing a cost approach value.

Other design concepts include history records and multi-cards which are stored in a non-structured manner. The user no longer needs to be concerned with establishing the multi-card structure (card 1 of 3, card 2 of 3, etc.) and history records remain a part of the active system so that the user is able to immediately trace back through the history of the current record (when was it last changed, what was the previous data, etc.). The concept here is that when property record cards are changed, most assessment offices staple the previous property record card to the current one for easy reference. In the CSS Appraisal System, the previous property record card information is immediately available to the user from the electronic file, just by requesting "previous", and then the next previous property record, etc.

In addition to a built-in market approach, the CSS Appraisal System provides many other features and capabilities beyond the requirements of the Indiana Assessment Software Standard. These include:
- A built-in image interface which will display a color picture of the property in a pop-up window using a simple control key combination or button.

INTRODUCTION

With the Indiana Software Certification deadline rapidly approaching, it was necessary to select a reliable, available database product which could be depended upon to handle the task at hand.

The programming languages used in developing the CSS Appraisal System Version 5 are C/C++ and Fortran as well as database 4GL programming capabilities. C and Fortran are used where appropriate to insure performance, efficiency and unlimited ability to handle any and every complex situation. These high level languages access the relational database tables through a set of drivers contained in a library called the Application Program Interface (API) which is ODBC compliant. By conforming to the ODBC standard, the database product can be changed without changing the application software.

The CSS Appraisal System is written as a Windows application and conforms to all user interface requirements of Windows. All parts of the system, including the sketch entry routine, have been developed in-house by the CSS Associates, Inc. programming team. Its design is balanced, employing the appropriate development tool for each aspect of the system. The result is an intuitive system, fast and highly responsive to the user, which can be used by individuals familiar with appraisal and the Indiana Manual almost without training or reference to this User Guide.

SYSTEM OVERVIEW

2.1 This section provides an overview of the **Main Menu** window.

2.2 Main Menu Window

Immediately upon start-up of the CSS Appraisal System the **Main Menu** window displays along with the CSS title window and copyright notice.
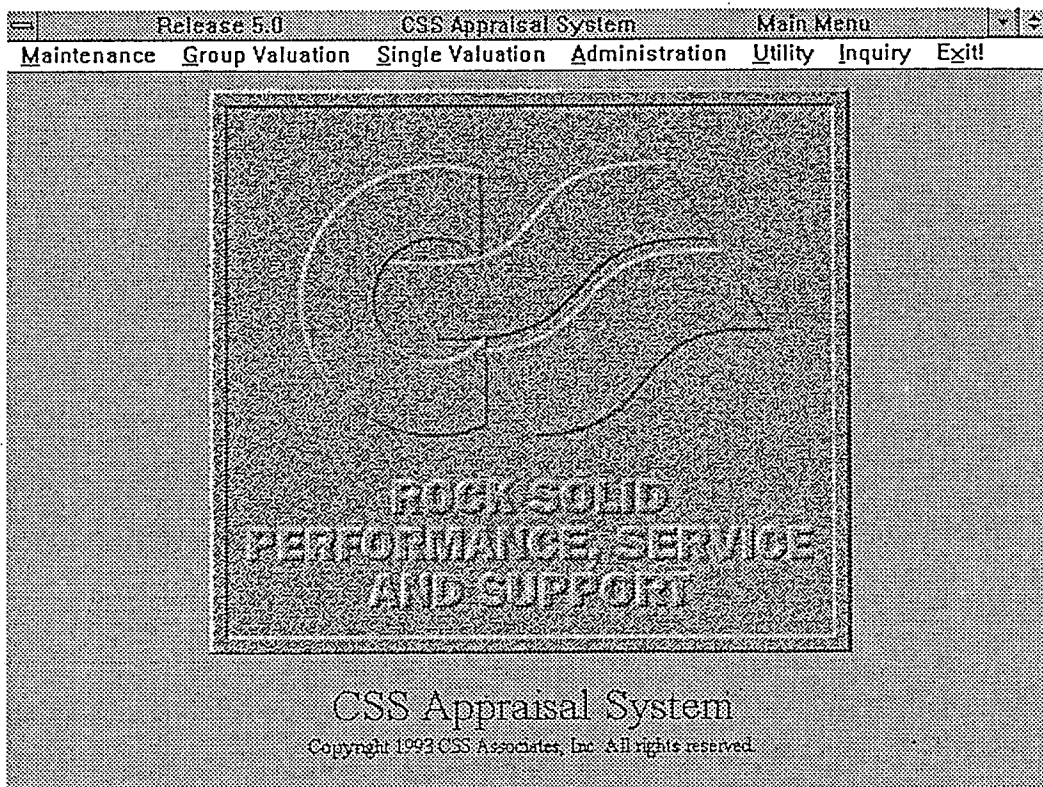
The **Main Menu** window provides a view of the entire system through the pull-down menus. The user is able to pull down each of the menus from the menu bar at the **Main Menu** window and get an overall view of system functions and capabilities. However, as soon as an attempt is made at selecting any menu item, the **Security** window pops up.

1
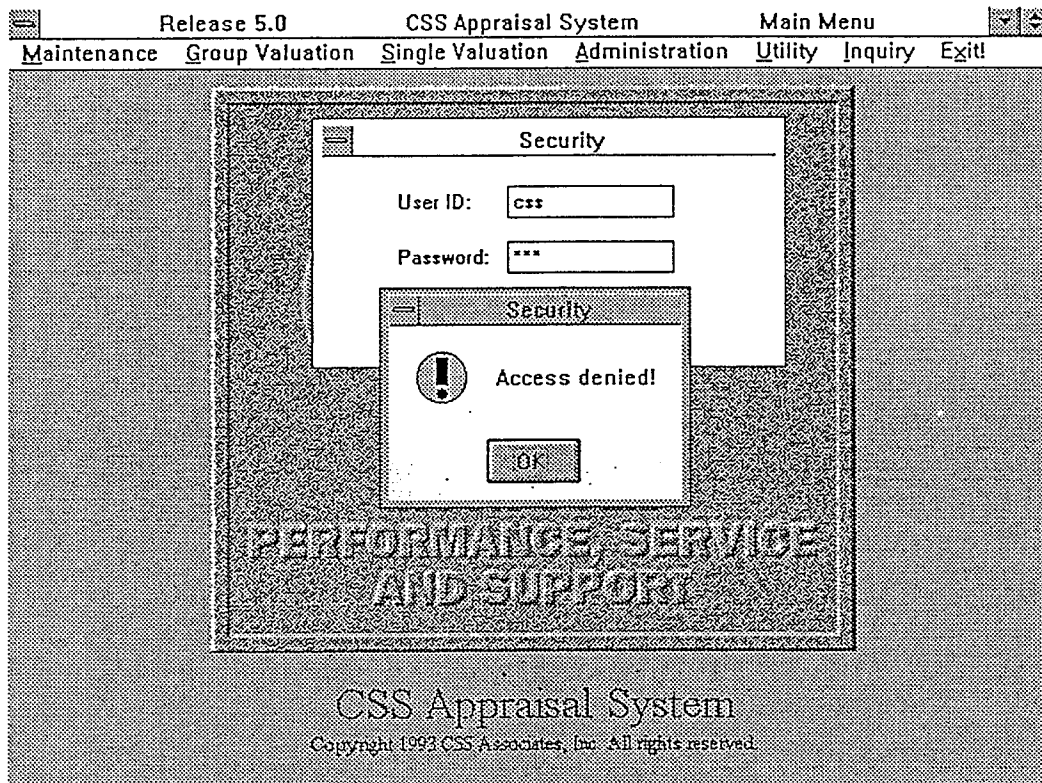
SYSTEM OVERVIEW

If your user ID and password are not valid or if you are attempting to use a function anywhere in the system for which you have not been authorized by the system administrator, the **Access Denied!** window will appear as shown above.

2.4 Group Property Valuation

The second pull-down menu on the **Main Menu** bar is **Group Valuation:**
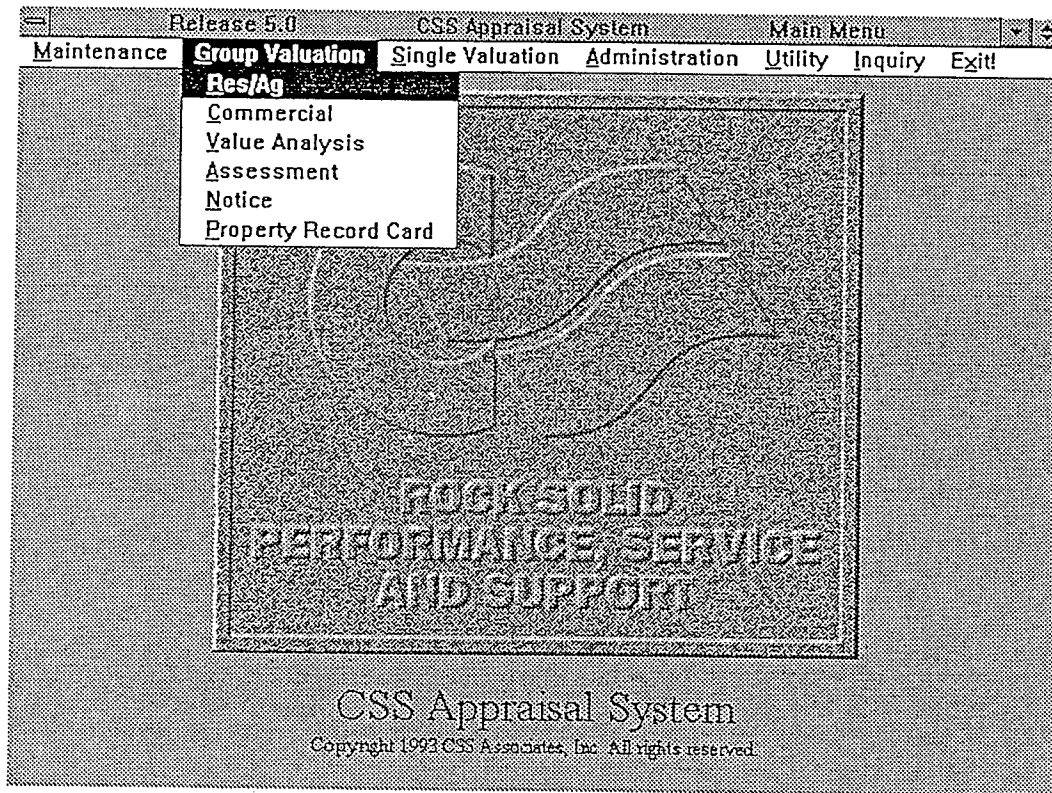
This menu path provides the primary means of calculating new values and managing assessments for groups of parcels such as neighborhoods, tax units, townships and other groups defined in System Control. Section 4 describes these functions which give the system "mass appraisal" capabilities. **GROUP VALUATION** is primarily used for periodic reassessment of an entire jurisdiction.

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2.6   Assessment Administration

The fourth pull-down menu on the **Main Menu** bar is **Administration**:
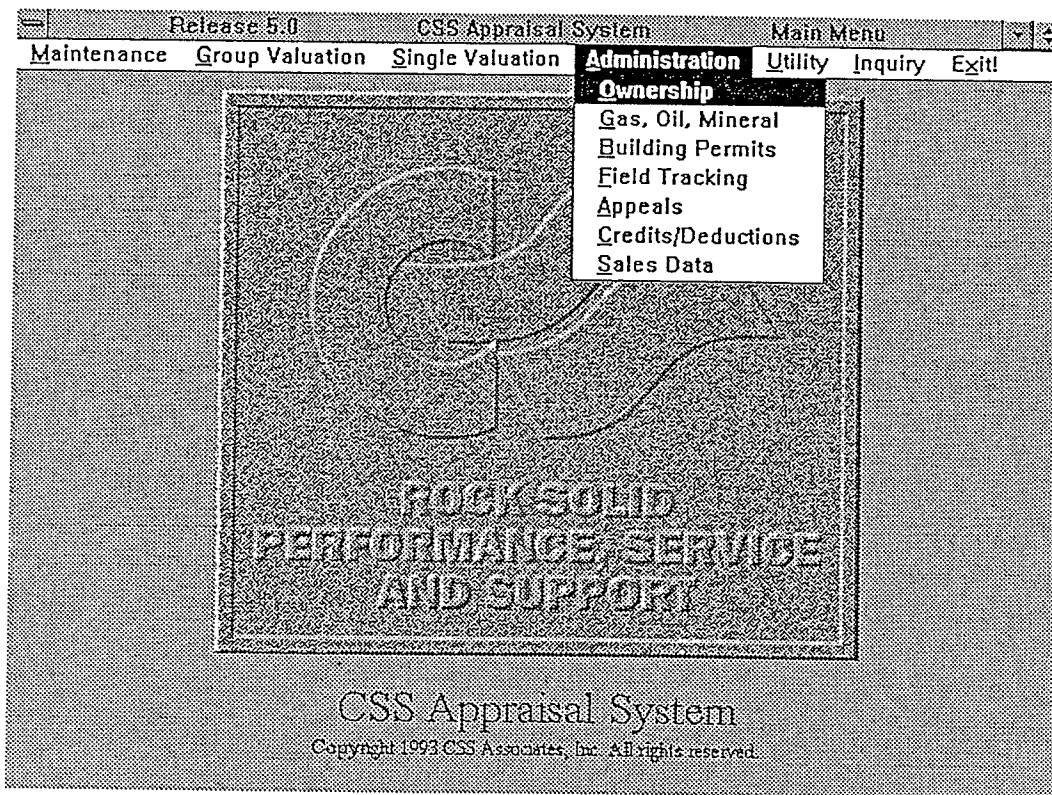
This menu path provides the primary means of maintaining the parcel inventory (splits and mergers) as well as ownership and legal descriptions if these system elements are not maintained through an interface with the main county computer, which is the recommended method (see 7.4.4). In addition, this menu path provides the primary means of maintaining gas & oil information, building permits, field work tracking, appeals information, credits, deductions and sales information. Section 6 describes these functions.

SYSTEM OVERVIEW

2.8   Inquiry

The sixth pull-down menu on the **Main Menu** bar is **Inquiry**:
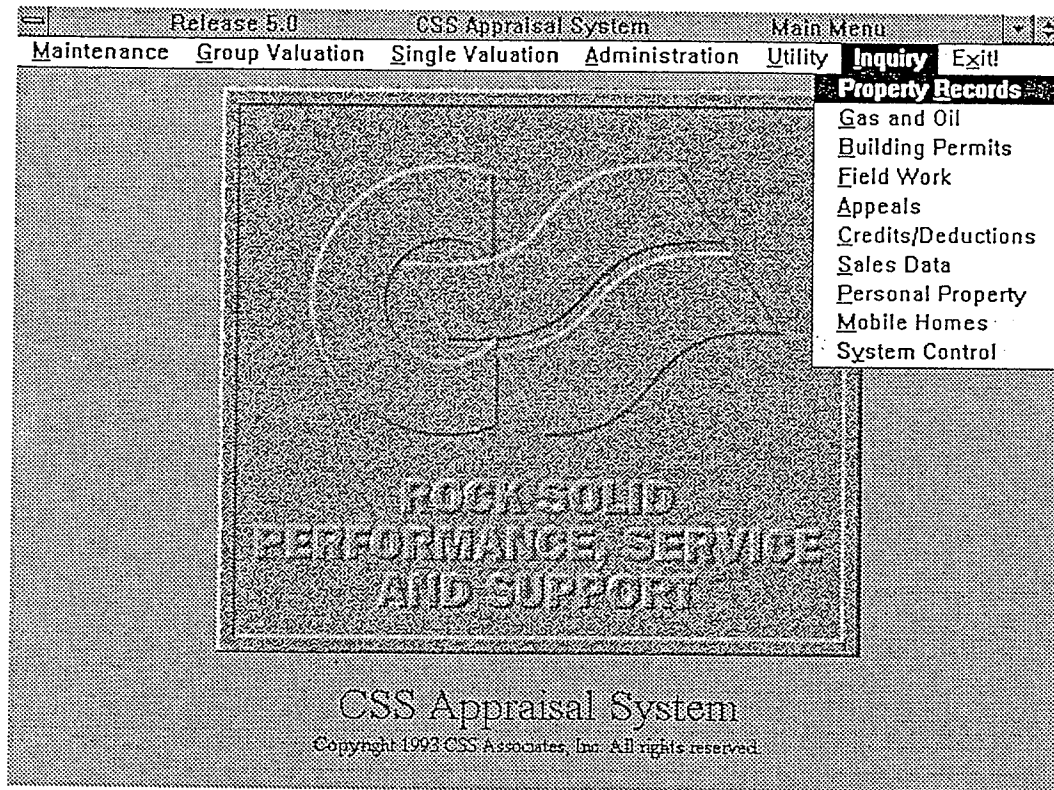
Whereas the other **Main Menu** bar selections all provide a means of changing database information, this menu path provides the primary means of viewing database information without any possibility of inadvertent changes to the database. Section 7 describes the inquiry functions.

2.9.2   The Importance of Property Class. This 3-digit numeric code is vitally important for property assessment. It is the code used internally to group, summarize, classify and report many assessment value totals and counts such as, "How many commercial properties exist in the county and what is their total assessed value?". Within the data entry functions of the CSS Appraisal System, the 3-digit property class is used to allow and/or restrict entry of information which may be required or restricted for certain classes of property. It is important that the property class code be correct. The CSS Appraisal System does permit mixed use (multiple property class codes) on the same parcel. However, it is important that the base property record show the primary property class code.

2.9.3   Historical Data Concepts. The CSS Appraisal System retains all real property history records within the on-line database. The most current record always has a status of **A** displayed on the standard identification strip at the top of the window. All history records will display a status of **H**. The history record chain is always available for access from the currently active record by pressing **CNTL-SHIFT-H.**

2.9.5   Multiple Property Record Cards. The CSS Appraisal System deals with the management of multiple property record cards in a manner which frees the user from any involvement, and treats multiple cards as a print function. When the system is requested to print the property record card it uses the information it finds to determine how many property cards are needed for the parcel. The need for additional property record cards is caused by:

- Multiple dwelling structures on one lot
- Outbuildings and yard improvements exceeding the space available on one property record card
- Agricultural land detail exceeding the space available on one property record card
- Multiple commercial buildings or sections on one parcel

During entry, update and inquiry, the user of the CSS Appraisal System is presented with a view of the entire property without respect to restrictions imposed by the space available for printing on the property record card. This functionality is a major improvement over earlier versions of the CSS Appraisal System.

2.9.6   System Databases and Tables. Nearly all the information managed by the CSS Appraisal System is contained in a single database named CAMA, which stands for Computer Assisted Mass Appraisal. CAMA does not contain sketch graphical files, bit mapped picture files and several miscellaneous files needed by the software. The other database is named PP and contains Personal Property records and mobile homes which are classified as personal property. Mobile homes classified as real estate are stored in CAMA and entered as part of real property data maintenance.

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SECTION III

HARDWARE

DESCRIPTION

HARDWARE

MINIMUM

SPECIFICATION

In order for the county to acquire the computer hardware from another source, the specifications on the following page should be used as the minimum requirement. It is highly recommended that hardware components be certified by Novell for proper operation with Netware 3.12.

SPECIFICATIONS
FOR COMPUTER HARDWARE
TO USE ASSESSMENT SOFTWARE
FROM CSS ASSOCIATES, INC.

Server:
Intel 486 CPU, 33 Mhz (not SX model)
16 MB RAM minimum recommended
Minimum 340 MB hard disk (larger if more than 20,000 parcels)
525 MB tape backup unit using 3M DC-6525 cartridge tapes
        Palindrome Backup Director 2.1 NLM software
3.5" 1.44 MB diskette Drive A
VGA video graphics adapter and VGA monochrome display
DOS 5.0 or 6.0 (without "double disk" option)
Microsoft Windows 3.1
UPS backup power supply

Workstation:
Intel 486 CPU, 33 Mhz (not SX model)
8 MB RAM
Minimum 120 MB (more or less) hard disk
3.5" 1.44 MB diskette drive A
Super VGA graphics adapter optimized for windows
Super VGA non-interlaced color graphics display,
        minimum 14" with maximum .28 dot pitch
DOS 5.0 or 6.0 (without "double disk" option)
Microsoft Windows 3.1

LAN Hardware/Software:

Novell Netware 3.12

Laser Printer:

HP Laserjet IIID or IVsi with duplex option

Matrix Printer:

Okidata 321 or 391

Service:
On-site maintenance contract required for all computer equipment from an authorized service organization. The hardware provider must be capable of installing and supporting all hardware and network software.

SECTION IV

COUNTY SPECIFIC

QUESTIONS

AND

RESPONSES

TECHNICAL ISSUES

1. Does the system operate in a DEC VAX/VMS environment? If not, describe in detail how your system will interface to our DEC VAX system. Describe how you will convert data from our existing system and how you will interface your assessment system to our tax accounting system. Describe how your proposal will maximize the use of existing computer resources.

CSS response to 1: Our proposal is to provide a PC client-server solution for the County Assessor which interfaces with the existing DEC VAX 3100 computer. The reassessment application is ideally suited for this PC environment because it is graphics oriented and CPU-intensive with low transaction volumes and a large database. Our proposal presents an opportunity for Posey County to move to an open environment which is independent of any particular vendor's hardware instead of keeping its assessment software running under the older, proprietary DEC VAX operating environment.

We have established a satisfactory working relationship with ATEK Information Services, Inc. for developing the interface. The CSS software interfaces with the Auditor's office ATEK files in a manner which closely simulates your present interface. Our system has everything needed to prepare the Assessor's annual value change file for interface with the Auditor. The file will be automatically constructed by our software upon your selection after annual update work is complete. Control totals will be produced directly from the interface file itself for comparison with totals produced independently from the database. The value file is then transmitted to the VAX from the Assessor's PC network using existing communication lines. The file has exactly the same format as the present interface file. Before the Auditor attempts to use the Assessor's interface file on the VAX, a special VAX-resident program supplied by CSS will be executed to produce control totals to guarantee that nothing has been altered during the communications phase. After confirming that all totals balance, the Auditor will be notified that the Assessor's interface file is ready. The Auditor may then run the standard ATEK programs with the interface file.

CSS will provide all necessary programming and technical support to accomplish this with no charge beyond the license fee which we bid. This interface will make possible accomplishing the annual interface of assessed values from the Assessor to the Auditor with no need for the Auditor to key in values beyond what is presently being done. In addition, the interface file that we provide will be of the same format as is presently used and there will be no need for programs on the Auditor's side to be changed. The annual interface of values will be functionally the same as it is presently.

The VAX interface described above is based upon the policies established by ATEK Information Services, Inc. for customers who decide to use another vendor for assessment software. ATEK has agreed to provide software to other counties fo a fee of approximately $2,250.00 which will produce a set of flat ASCII files from the current VAX system, which contain the existing assessment data. CSS will use the files produced by the ATEK programs to load the new database on the PC server so that current data will not be lost and will not need to be re-entered. There will no charge from CSS for this file conversion service.

The interface from the Auditor to the Assessor for name changes, splits, etc., will be controlled by ATEK interface software available to the county from ATEK for a fee of $750.00. The interface software produces a transaction file which may be retrieved by the Assessor upon demand. CSS software will process the transaction file and update the Assessor's database. The CSS support agreement provides for future maintenance of the interface with the Auditor.

Concerning utilization of the VAX, we carefully studied the economics of the entire system before deciding upon the final design. We could find no economic or system justification for utilizing the VAX. The main argument for utilizing the VAX was from a marketing perspective. We decided not to increase system cost, complexity and problems for a purely marketing reason. There are usually less than 10 real interface transactions per day between the Auditor and Assessor. None are time sensitive. We could not justify use of the VAX when a separate, powerful, industry standard server costs less than the Pathworks software itself. The economics of the configuration prevailed. The main advantage to the county is that the resources of the existing VAX computer are available to other users of the system and VAX system performance will not be degraded by the resource demands of the new, bigger, more graphically oriented assessment software.

2.   Is the system capable of operation in a DEC ALPHA AXP environment? Do you have any sites operational on ALPHA AXP computers? Can you demonstrate your system on the ALPHA AXP?

CSS response to 2:   The ALPHA AXP environment is new and as such, has not yet been subjected to broad-based distribution. Its stability and capabilities have not yet been proven in the marketplace. The CSS software will operate in any environment which is open and capable of running the industry standard version of Microsoft Windows™ (currently 3.1). If the DEC ALPHA AXP meets this standard, the software will operate on it.

3.   Describe the development environment for your assessment system. Does the system use a 4GL?

CSS response to 3:   Critical portions of the software are written in C/C++ and Fortran. The entire system is built around an Open Data Base Compliant (ODBC) SQL Engine. A primary reason for selection of C/C++ is that it conforms to an American National Standards Institute (ANSI) standard, which provides a high degree of confidence that software written today will be compatible with software written in the future. This is a major reason why CSS avoided the proprietary 4GL and/or scripting languages which are devoid of any significant standards enforcement. The future value of a software investment made today in any available 4GL language is totally dependent upon the success, viability and whims of its developer.

The term "4GL" is a computer industry buzzword promoted primarily by developers of scripting languages. There is actually no such thing because there is no ANSI standard or definition of the phrase "fourth-generation language (4GL)". It is a marketing label used freely by any promoter who desires to use it. The December 1993 issue of the trade periodical Software Development does not contain a single article or reference to "4GL", yet nearly every page has at least one reference to C++ and Object Oriented Design. A corporate survey conducted by James R. Johnson of QED Information Sciences, Inc. (1991), found that "...4GLs were not intended to be used for complex applications. Complex requests are difficult to support when problems arise or enhancements are requested." "The most important survey response emphasizes this point: Use 4GLs for simple applications." Another factor to be considered is CPU consumption. The Johnson survey found that "Ungoverned usage of fourth-generation language in both MIS and user areas has dramatic impact on CPU resources."

CSS views computer assisted appraisal to be a very complex application which does not lend itself well to 4GLs. Additionally, the CPU resources needed the achieve reasonable performance in a multi-user 4GL environment drive up hardware cost unnecessarily. One of the surprises which have confronted management after selecting a 4GL for its supposed programmer productivity improvement has been the negative impact on hardware performance, leading to large, unplanned investments in computer equipment upgrades just to maintain an acceptable level of system responsiveness.

Since public law, statutes, software standards and regulation of assessment functions all are aimed at uniformity in assessment activities, the concept of user modification of the application software is questionable. The software certification procedure is intended to insure that software meets standards and is kept in compliance. Uniformity and conformance with standards are much more achieveable when users have object code versions of software and regulatory authorities are closely monitoring the software developers themselves.

One other point is important to mention here. A relational database should be at the heart of any modern application system. Some persons believe that if such a database is used, then the scripting language (so-called 4GL) offered by the database developer must also be used. This is not he case. More than 60 relational database developers have voluntarily agreed to comply with the Open Data Base Connectivity (ODBC) standard which provides an application program interface (API) based upon American National Standards Institute (ANSI) Structured Query Language (SQL). The standard application program interface (API) allows the developer to embed standard SQL calls within the source code which conform to standards yet are independent of any particular database product. Hence, it is possible for a developer to write an application system around a proprietary relational database product, but remain independent of the product itself by using the ODBC API available from the database supplier. Should the need arise in the future to change to another database product, the developer's entire (and user's) investment in the application system is useable and no redevelopment is needed. This strategy has been used by CSS in the development of its new appraisal application system, ProVal™. Users of ProVal have all the advantages of a relational database, including powerful ad hoc report writing, without the disadvantages of a 4GL.

4. What is your company's policy regarding ownership of data, file record formats and source code? Do you provide source code with your system? Can you provide a development license for the system? Do you provide all necessary file layouts and technical documentation? Please describe.

CSS response to 4:

a.   Data belongs to the user (County).

b.   File Record Formats are part of the system documentation and are owned by the developer. Use of the file record formats may be granted to the user by the developer by means of a license, which is what CSS does. CSS publishes the record layouts as part of the copyrighted User Guide so that they are available to licensed end-users.

c.   The State Tax Board requires that each certified system have data export capabilities in the format prescribed in the Software Standards. The Standards also require ad hoc reporting capabilities which necessitate disclosure of record layouts.

d. The State Tax Board Software Standards require that each Certified vendor's source code be placed in escrow, available to users under certain conditions of default on the part of the vendor. In addition to this requirement, CSS makes its source code available to end users as an option under a Source Code License Agreement for a reasonable fee. However, each end user should carefully consider whether or not the responsibilities associated with source code are desired.

e. The question of providing source code and allowing the user to modify the application software is sometimes considered. CSS is willing to provide a source code license for a reasonable fee. However, user software modification is not desireable if CSS is expected to support a standard software version for a reasonable fee, and may cause an undue burden upon the County to report system modifications to the State Tax Board under the established software standards. Such changes could potentially subject the system to re-certification requirements. CSS has specialized in assessment software in order to be able to provide high quality support and enhancements while maintaining a State Tax Board certified product. The CSS relationship with the State Tax Board makes coordination of system improvements problem-free for the County.

5. Describe the analysis features available in the system. Can data be exported to statistical or other software packages for analysis?

CSS response to 5: Yes, extensive reporting and analysis capability exists through the use of Crystal Reports for R:base. Please review the descriptive information provided about the Crystal Report Writer.

6. Describe the capability to integrate assessment applications with GIS, tax accounting, recordation or other applications.

CSS response to 6: The CSS software has been designed to make interface with other open systems easy. Since it operates in an open, industry standard environment, it is probably the easiest software to integrate with other applications. In addition, the CSS policy position is to cooperate fully in the integration with products from other suppliers.

7. Does the system have a method for selecting subsets of data from the data base for analysis, reporting and/or updating? Describe this capability in detail.

CSS response to 7: Yes, extensive capability exists. See the Crystal Reports description. If you want more detail we will provide the Crystal Reports User Manual on loan.

8. Is the system certified for use in Indiana by the State Board of Tax Commissioners?

CSS response to 8: Yes, see State Tax Board letter dated 8/24/93.

9. The proposal should describe how the CAMA system tracks the addition, deletion, and modification of property records. Do the audits cover all transactions? How are audit files managed? Are there standard access methods for audit files?

CSS response to 9: The CSS system has a sophisticated property record control procedure built in, based upon record types. First, the currently assessed value is reflected in the description of the current "active" records for the parcel. Within the "active" records, the user cannot make changes to the graphical components (sketch) without causing a corresponding change in the tabular components. For example, it is impossible to change a label description from "1 story" to "2 story" without the system automatically creating a floor record for the second floor with the correct square feet of area. At the same time the system creates and maintains a permanent valuation audit transaction table into which an entry is placed every time any update is made to an active record type which affects assessed value. This table is used to control valuation changes, produce an audit trail and provide a change history. The creation of the value change interface file for the Auditor is directly tied to this valuation audit transaction table. Hence, if any active record has been changed at any time during the year it will be brought to the attention of the Assessor for review and processing prior to creation of the interface file for the Auditor. The audit file cannot be updated directly by any user. It remains as a permanent and exact record of all value-related update activity for active records.
The permanent valuation audit transaction table may be accessed by the Report Writer, but its contents may not be changed.

"Reassessment" records are created from "active" records when actual updates are made using reassessment menu program modules. Otherwise, reassessment records are actually "active" records used for producing new values and value summaries without actually creating new reassessment records. Updates to reassessment records do not create entries in the valuation audit transaction table since reassessment records are a special class of "future" records which are not yet officially "active". Reassessment records are treated as worksheets which may be updated as the reassessment work progresses.

"Future" records are created from "active" records for the purpose of making changes which apply in a future assessment year. For example, the Assessor might establish a partially complete new construction record as the "active" record for the next March 1 assessment date, and create a 100% complete "future" record at the same time for the next March 1 assessment date.

"History" records are created automatically whenever the physical characteristics of the property are changed. Not more than one history record can be created on a specific date which allows clerical errors to be corrected on the same day without creating multiple history records. However, if the clerical error involved a value change, permanent valuation audit transaction table entries are still created in order to have a complete audit trail.

Two special types of records are "training" records and "proposed" records. These record types may be created from other record types but are ignored by the system for official assessment purposes. They provide the Assessor with a capability to experiment and try "what-if"

13.   Is the on-line help faciility updatable by the user?

CSS response to 13: Yes, if the user acquires the Microsoft Windows Help Facility Tool and learns to use it.

14.   Describe any "free form" or textual information provided in the system and how it might be used.

CSS response to 14: The system allows unlimited memos, legal descriptions and sketch notes. For example, multiple sketch notes are used to help clarify a complicated sketch.

15.   Can the on-line screens be changed without programmer intervention?

CSS response to 15: No. User software modification is not desireable if CSS is expected to support a standard software version for a reasonable fee, and may cause an undue burden upon the County to report system modifications to the State Tax Board under the established software standards. Such changes could potentially subject the system to re-certification requirements. Since public law, statutes, software standards and regulation of assessment functions all are aimed at uniformity in assessment activities, the concept of user modification of the application software is questionable. The software certification procedure is intended to insure that software meets standards and is kept in compliance. Uniformity and conformance with standards are much more achieveable when users have object code versions of software and regulatory authorities are closely monitoring the software developers themselves.

SYSTEM FUNCTIONALITY

1.   Does the system provide all calculations of assessed value according to the Indiana Assessment Manual?

CSS response to 1: Yes.

2.   Is the assessment system multi-year, allowing for entry of new construciton and entry of data for the next reassessmenty, while completing the current year's assessment role and making changes to previous years due to appeals? If, so, how many years can be stored? Does the multi-year system duplciate records from year to year or does it only store changes? Describe the multi-year functionality in detail.

CSS response to 2: The CSS system does support multi-year access and control of assessment records. A built-in records classification method assists the user. See the discussion in h) above. Functions are logically restricted by record type. For example, history records cannot be updated, but correction records for prior years can be created. Only changed records are duplicated as described in the discussion of reassessment records in h).

3.   Does the system supply an end-user oriented report writer? If so, describe.

CSS response to 3: Yes. See the enclosed information on the Crystal Report Writer and d) above.

4.   Does the system have the capability for sales entry, validation, and history?

CSS response to 4: Yes, beginning with Release 5.1.

5.   Does the system track appeals? Describe.

CSS response to 5: Yes, in accordance with the Software Standards. We plan a more robust implementation, similar to that used in Jefferson County (Louisville) in release 5.1 or 5.2 of ProVal™.

6.   The County desires Bidders to offer an additional method of cost approach for the purpose of assigning property values in anticipation of future changes in the law. The proposal should describe the methods offered by the vendor's system.

CSS response to 6:   The system can be used to derive depreciation factors from market experience for the cost approach.   Additionally, release 5.1 the system will include the sales comparison market approach as implemented and proven in Louisville over the past 12 years and we plan to include the income approach for commercial property.

7.   How much on-line file history is avilable?

CSS response to 7:   The amount of on-line file history is only limited by available disk space.

8.   Are separate screens processed for residential/agriculture, commercial/industrial class parcels? Are these systems separate?

CSS response to 8:   The system is highly integrated.   The property class will determine if special windows are required for class-specific features.

9.   Are there separate screens for each of the following activities:

    A.   Splitting parcels?

    B.   Combining parcels?

    C.   Annex parcels from one tax district to another?

    D.   Transfer of parcel ownership?

    E.   Adding a new parcel?

    F.   Deleting a parcel?

    G.   Key change

    H.   Copy parcel?

CSS response to 9:   No.   Most of these functions are performed with the single parcel maintenance function which involves one window.

10.   Is street name validity checked?

CSS response to 10:   CSS is very aware of the importance of property addresses and will continue its research to produce improved system features which support enhanced address handling.   CSS is currently involved in national projects relating to address handling and matching, and is considered by some to be expert in the subject.   We will also work closely with the County to assist in establishing standards and procedures with respect to property addresses.   It is not practical to validity check street names until the address file is "clean" and standards are established.   When it is practical to perform street name validity checking, the capability will be available.

11.   Is your system tied to any GIS software?   Explain.

CSS response to 11:   No.   The CSS position is that the county should be free to select the GIS product which the county believes is best, and then CSS should cooperate in providing an appropriate interface for the GIS.   The CSS software has been designed to make interface with other open systems easy.   Since it operates in an open, industry standard environment, it is probably the easiest software to integrate with other applications.   CSS has worked closely with GIS since 1985, and Wayne Moore is the only non-governmental member of the LOJIC Technical Committee, which oversees the GIS operations in Louisville, Kentucky.

SUPPORT AND TRAINING

1.   Does your company provide appraisal services available? Is your appraisal staff available for consulting?

CSS reponse to 1: CSS does not actively promote appraisal services as part of its offering to clients. However, some jurisdictions such as Jefferson County (Louisville) use CSS as their only appraisal technical advisor. CSS believes that the county should be able to select appraisal services from whatever source is best for the county and CSS will cooperate with the selected provider. Qualified CSS staff members are available for appraisal consulting if desired by the county.

2.   List the resources that will be used for this project. How many personnel are available for this project that are Indiana Level II certified assessor/appraisers?

CSS response to 2: One Indiana Level II certified appraiser with 23 years of field experience is available for this project. He was the Project Manager for Allen County during the 1989 reassessment. The entire CSS staff, with over 100 manyears of direct appraisal software experience, is available for use on the project. CSS has the longest term stable appraisal software development and support team in the industry, with team members having been with CSS continuously for over 20 years.

3.   Did the software development staff include any Indiana Level II certified assessor/appraisers?

CSS response to 3: Yes.

4.   How many development and support personnel does your company employ?

CSS response to 4: Eleven plus the outside contract programming assistance of Delbert Snyder who has extensive experience with the ATEK appraisal software. CSS specializes in appraisal systems and the entire staff is available if needed. It is very important to understand that in this industry personnel quality, experience, productivity, and stability are much more important than quantity. Some of the most important software products in use in the world today were created by small development teams. For example, dBase was the original creation of one person.

5.   Does your company have a permanent office in Indiana? If so, where is it located? Describe staffing for the Indiana office?

CSS response to 5: Yes. 5715 Streamside Drive, Indianapolis. Chuck Colvin, Jr. is at that location and he has the entire CSS staff at his disposal. CSS also uses the services of Delbert Snyder who resides in Anderson. Indiana phone numbers: 317-291-8793 & 800-291-8793.

6.   What hours do you provide telephone support provided? Can extended support be obtained?

CSS response to 6: 8:00am to 5:00pm. Extended support is available for an extra charge.

7.   What is your policy regarding on-site support? Will you provide the County with guarantees on how fast a support person or technical representative will be on-site in case of an emergency?

CSS response to 7: CSS provides on-site support. Response time can be anywhere from immediate to a mutually negotiated response time depending upon circumstances and the amount which the county is willing to pay for such services.

8.   What is your policy regarding on-site training of personnel? How much training is required for your assessment? Are the training personnel Level II certified assessor/appraisers in Indiana?

CSS response to 8: Except for overview classes, all training is on-site. We believe the system requires the least amount of training because of its design. Training personnel are Level II Certified or have at least 5 years software training experience.

REFERENCES AND BONDING

1.   Do you have any sites of similar size in which you have systems installed? If so, how many?

CSS response to 1: Yes, see references in Section I. It should be noted that CSS has supported appraisal software longer in Indiana than any other vendor and has 12 Indiana counties under contract for the new certified software. These counties range in size from 9,000 parcels to over 60,000 parcels. CSS sites outside Indiana range in size from 26,000 parcels to 255,000 parcels.

2.   List three reference sites of equal or larger parcel counts to which your company has provided assessment systems. Please provide a contact name, address, and phone number of these sites.

CSS response to 2: See references in Section I.

3.   Are you willing to provide a one hundred percent (100%) performance bond?

CSS response to 3: Yes. It is an extra cost option if desired. Based upon our experience and reputation in Indiana, no new clients have required a performance bond.

DOCUMENTATION

1.   Describe the documentation that is included with your system.

CSS response to 1: A complete user manual as well as a comprehensive on-line help facility.

2.   How many copies of documentation are provided?

CSS response to 2: One for each workstation.

3.   Can it reproduced for Internal Use Only?

CSS response to 3: No. It is protected by copyright. Extra copies may be purchased fo a reasonable charge.

4.   Is any documentation stored on-line?

CSS response to 4: Yes. The comprehensive on-line help facility permits the user to search for information on any subject or key word from any point in the software.

DISASTER RECOVERY

1.   Can additional copies of the software be provided in case of disaster?

CSS response to 1: Yes.

2.   Under what circumstances would a waiver of site license be issued in case of disaster?

CSS response to 2: We don't understand the question. We have always been able to provide a reasonable solution to the special needs of our customers.

SOFTWARE WARRANTIES AND MAINTENANCE

Provide detail of all software warranties and any annual software maintenance costs or options.

CSS response: See the attached license and support agreements.

SECTION VI

COSTS

ATTACHMENT
QUOTATION - SOFTWARE ONLY
COST SUMMARY FORM

CSS Associates, Inc. prefers that the county have maximum flexibility in its procurement options for the Assessor, and therefore offers this "software only" proposal, whereby the hardware may be procured from whatever source the county views as best.

A.	Hardware	No Bid
B.	Application Software	$6,300
C.	Installation:	
	Hardware & Network Cabling	No Bid
	Software	Included w/software license
D.	Training	1,200
E.	First year support - four workstations	5,400

TOTAL BID (To be used by bidder to calculate bid bond)   **$12,900**

F.	**Other services (list)**	**Costs**
	Assessor data file conversion	No CSS Charge
	(Note: There is probably an ATEK file conversion charge)	
	Interface with Auditor	No CSS Charge
	(Note: There is probably an ATEK charge)	
	On-site visits (support or training)	See attached schedule
	Software Support after 1st year - three workstations	450/mo.
	Crystal Report Writer License & Training (1 day)	600

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ON SITE

FEE

SCHEDULE

CSS ASSOCIATES, INC.
ON SITE TRAINING/TECHNICAL ASSISTANCE
(Per Support Person)

1 day visit (includes all expenses) $ 500
    8:30 - 12:30 (4 HOURS ON SITE)

2 day visit (includes all expenses)   800
    12:30 - 4:30 day 1
    8:30 - 12:30 day 2

3 day visit (includes all expenses)   1,200
    12:30 - 4:30 day 1
    8:30 - 4:30 day 2
    8:30 - 12:30 day 3

4 day visit (includes all expenses)   1,600
    12:30 - 4:30 day 1
    8:30 - 4:30 days 2 & 3
    8:30 - 12:30 day 4

5 day visit (includes all expenses)   2,000
    12:30 - 4:30 Monday
    8:30 - 4:30 Tuesday, Wednesday, Thursday
    8:30 - 12:30 Friday

Per month (includes all expenses)   6,300
    18 days 8:30 - 4:30

Custom programming - done at CSS $65/hour
    office, not during site visit
    (Programming done during an on site visit
    is covered by the on site fee)

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RIPLEY COUNTY ESTIMATED CASH FLOW REQUIREMENTS

	1994	1995	1996	1997	1998
Items from the hardware vendor:					
Hardware Purchase w/laser (Estimated)	$18,000	--	--	--	--
Hardware Installation (Estimated)	2,000	--	--	--	--
Hardware Service/Warranties (Estimated)	--	1,200	1,200	2,400	2,400
Network Support Service (Estimated)	1,800	1,800	1,800	1,800	1,800
Items from CSS Associates, Inc:					
Software License & Training	7,500	--	--	--	--
Report Writer Lic/Training/Support	600	600	600	600	600
Software Support & Updates	5,400	5,400	5,400	5,400	5,400
ESTIMATED TOTALS	$35,300	9,000	9,000	10,200	10,200

NOTE: Future cost projections beyond two years in the future are estimates and cannot be guaranteed.

SECTION V

PROJECT PLAN

PROJECT PLAN
IMPLEMENTATION SCHEDULE

The Project Plan does not need to be complex:

1. Determine a mutually agreeable installation schedule which is properly coordinated with the field appraisal project.

2. Execute license agreements and contracts, including ATEK agreements for conversion and interface software.

3. Install the computer equipment within 30 days of contract final execution.

4. Run ATEK file extraction program on county's DEC and download files to newly installed PC network. Convert the Assessor data files to the new file format at the appropriate point in time. County must execute agreement with ATEK prior to this step.

5. Install the assessment software within 10 days after hardware installation.

6. Provide on-site training according to the agreed-upon schedule.

7. Test and confirm interface with County's VAX.

8. Initiate on-call support.

STATE of INDIANA
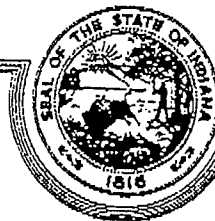
STATE BOARD OF TAX COMMISSIONERS

INDIANAPOLIS, 46204

Indiana Government Center North
317/232-3761

August 24, 1993

Mr. Wayne Moore
CSS Associates, Inc.
Wordsworth Room

Dear Mr. Moore:

This letter is to advise you that the CSS real estate assessment system for DOS/Windows systems is certified for sale to and use by Indiana counties. This certification is subject to the condition that CSS execute an escrow agreement acceptable to the State Board of Tax Commissioners and deliver system source code and documentation to the escrow agent not later than October 15, 1993. There is no performance bond requirement attached to this condition.

Congratulations on completing the certification requirements.

Sincerely,

Rex D. Hume
Director, Information Systems

COMPUTER PROGRAM END-USER

LICENSE AGREEMENT

(Nonexclusive; Object Code Only)

between

CSS ASSOCIATES, INC.

(Licensor)

and

RIPLEY COUNTY, INDIANA

(Licensee)

LICENSOR DOES NOT SELL OR TRANSFER TITLE TO THE LICENSED PROGRAM TO YOU. YOUR LICENSE OF THE LICENSED PROGRAM WILL NOT COMMENCE UNTIL YOU HAVE EXECUTED THIS AGREEMENT AND AN AUTHORIZED REPRESENTATIVE OF LICENSOR HAS RECEIVED, APPROVED, AND EXECUTED A COPY OF IT AS EXECUTED BY YOU.

1. License. In consideration of the payment of the license fees set forth herein, Licensor grants you a nonexclusive license to use the package of computer programs and data in machine-readable form and related materials, including documentation and listings, identified in Exhibit A, which together constitute the "Licensed Program," subject to the following terms and conditions.

2. Scope of Rights. You may:

A.   Install the Licensed Program in your own facility at the location specified in Exhibit A;

B.   Use and execute the Licensed Program on the computer specified by type/model and serial (or plant number) in Exhibit A for purposes of serving the internal needs of your County;

C.   Make one copy of the Program in machine-readable, object code form, for nonproductive backup purposes only, provided that Licensor's proprietary legend is included.

3. Fees and Payments. The license fee for the Licensed Program is specified in Exhibit A. You must pay this amount directly to Licensor upon execution of this Agreement and prior to delivery of the Licensed Program.

You are solely responsible for payment of any taxes (including sales or use taxes, intangible taxes, and property taxes) resulting from your acceptance of this license and your possession and use of the Licensed Program, exclusive of taxes based on Licensor's income. Licensor reserves the right to have you pay any such taxes as they fall due to Licensor for remittance to the appropriate authority. You agree to hold harmless Licensor from all claims and liability arising from your failure to report or pay such taxes.

All fees are payable at the beginning of each month or upon invoice.

4. Support. Licensor shall support the Licensed Program in the manner specified in the Support Agreement between Licensor and Licensee. If Licensee does not execute a Support Agreement and pay the fees provided for therein, the Licensor shall have no obligation to provide support. However, Licensor offers support only for the most current version of the Licensed Program issued by Licensor from time to time, so you must make sure to obtain and substitute or incorporate all new releases or fixes issued by Licensor pursuant to its warranty and support programs.

5. Your Responsibilities. You are responsible for selecting an operator who is qualified to operate the Licensed Program on your own equipment and is familiar with the information, calculations, and reports that serve as input and output of the Licensed Program. Licensor reserves the right to refuse assistance or to charge additional fees if an operator seeks assistance with respect to such basic background information or any other matters not directly relating to the operation of the Licensed Program.

The Licensed Program is designed for use with the peripheral equipment and accessories specified in Exhibit A. Except as agreed otherwise in writing, Licensor assumes no responsibility under this Agreement for obtaining or providing such equipment. You are also responsible for ensuring a proper environment and proper utilities for the computer system on which the Licensed Program will operate, including an uninterrupted power supply.

Except as agreed otherwise in writing, Licensor assumes no responsibility under this Agreement for converting your data files for use with the Licensed Program.

6. Proprietary Protection and Restrictions. Licensor shall have sole and exclusive ownership of all right, title, and interest in and to the Licensed Program and all modifications and enhancements thereof (including ownership of all trade secrets and copyrights pertaining thereto), subject only to the rights and privileges expressly granted to you herein by Licensor. This Agreement does not provide you with title or ownership of the Licensed Program, but only a right of limited use. You must keep the Licensed Program free and clear of all claims, liens, and encumbrances.

You may not use, copy, modify, or distribute the Licensed Program (electronically or otherwise), or any copy, adaptation, transcription, or merged portion thereof, except as expressly authorized by Licensor. You may not reverse assemble, reverse compile, or otherwise translate the Licensed Program. Your rights may not be transferred, leased, assigned, or sublicensed. No service bureau work, multiple-user license, or time-sharing arrangement is permitted, except as expressly authorized by Licensor. You may not install the Licensed Program in any other computer system or use it at any other location without Licensor's express authorization obtained in advance (which will not be unreasonably withheld); provided that you may transfer the Licensed Program to another computer temporarily if the computer specified in Exhibit A is inoperable. If you use, copy, or modify the Licensed Program or if you transfer possession of any copy, adaptation, transcription, or merged portion of the Licensed Program to any other party in any way not expressly authorized by Licensor, your license is automatically terminated.

You hereby authorize Licensor to enter your premises in order to inspect the Licensed Program in any reasonable manner during regular business hours to verify your compliance with the terms hereof.

You acknowledge that, in the event of your breach of any of the foregoing provisions, Licensor will not have an adequate remedy in money or damages. Licensor shall therefore be entitled to obtain an injunction against such breach from any court of competent jurisdiction immediately upon request. Licensor's right to obtain injunctive relief shall not limit its right to seek further remedies.

7. Limited Warranty and Limitation of Liability. Licensor warrants, for your benefit alone, that the Licensed Program conforms in all material respects to Property Tax Assessment Software Standards of the State Board of Tax Commissioners. This warranty is expressly conditioned on your observance of the operating, security, and data-control procedures set forth in the User's Manual included with the Licensed Program.

Licensor is not responsible for obsolescence of the Licensed Program that may result from changes in your requirements. The foregoing warranty shall apply only to the most current version of the Licensed Program issued by Licensor and only if Licensee has paid the fees provided for in the Support Agreement from the date of this License through the most current period. Licensor assumes no responsibility for the use of superseded, outdated, or uncorrected versions of the Licensed Program.

As your exclusive remedy for any material defect in the Licensed Program for which Licensor is responsible, Licensor shall attempt through reasonable effort to correct or cure any reproducible defect by issuing corrected instructions, a restriction, or a bypass. In the event Licensor does not correct or cure such nonconformity or defect after it has had a reasonable opportunity to do so, your exclusive remedy shall be the refund of the amount paid as the license fee for the defective or nonconforming module of the Licensed Program. Licensor shall not be obligated to correct, cure, or otherwise remedy

any nonconformity or defect in the Licensed Program if you have made any changes whatsoever to the Licensed Program, if the Licensed Program has been misused or damaged in any respect, or if you have not reported to Licensor the existence and nature of such nonconformity or defect promptly upon discovery thereof.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, LICENSOR DISCLAIMS ANY AND ALL PROMISES, REPRESENTATIONS, AND WARRANTIES WITH RESPECT TO THE LICENSED PROGRAM, INCLUDING ITS CONDITION, THE EXISTENCE OF ANY LATENT OR PATENT DEFECTS, ANY NEGLIGENCE, AND ITS MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE.

The cumulative liability of Licensor to you for all claims relating to the Licensed Program and this Agreement, including any cause of action sounding in contract, tort, or strict liability, shall not exceed the total amount of all license fees paid to Licensor hereunder. This limitation of liability is intended to apply without regard to whether other provisions of this Agreement have been breached or have proven ineffective. Licensor shall have no liability for loss of data or documentation, it being understood that you are responsible for reasonable backup precautions.

In no event shall Licensor be liable for any loss of profits; any incidental, special, exemplary, or consequential damages; or any claims or demands brought against you, even if Licensor has been advised of the possibility of such claims or demands. This limitation upon damages and claims is intended to apply without regard to whether other provisions of this Agreement have been breached or have proven ineffective.

8. Term of Agreement; Termination. Your license of the Licensed Program shall become effective upon delivery of the Licensed Program to you.

Upon termination of this Agreement, all rights granted to you will terminate and revert to Licensor. Promptly upon termination of this Agreement for any reason or upon discontinuance or abandonment of your possession or use of the Licensed Program, you must return or destroy, as requested by Licensor, all copies of the Licensed Program in your possession (whether modified or unmodified), and all other materials pertaining to the Licensed Program (including all copies thereof). You agree to certify your compliance with such restriction upon Licensor's request.

9. Miscellaneous.   This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana.

10. This Section Applies To Assessment Software. Disputes between vendors and counties concerning assessment software shall be resolved by the State of Indiana State Board of Tax Commissioners, if the dispute concerns whether the software meets these standards, or by arbitration, if the dispute concerns other contractual matters. Nothing in these standards shall be construed as limiting the rights of parties to disputes to pursue action in the courts of the State of Indiana once these procedures have been exhausted, or if the dispute involves issues other than the application of these standards

or a contract between vendor and county.

Non-compliance with Assessment Software. Disputes involving allegations that software and documentation fail to meet the Property Tax Assessment Standards of the Indiana State Board of Tax Commissioners shall be submitted to the Indiana State Board of Tax Commissioners for resolution, using the following procedure.

1. A party to the dispute shall file with the Tax Board a written petition for conflict resolution. This petition shall include at least the following:

    a. A statement that the petitioner is a party to a contract with a vendor for assessment software.

    b. The identity of the vendor and the assessment software system about which the complaint is filed.

    c. An allegation that the software system fails to meet these standards, stating specifically the ways in which the system is alleged to violate specified provisions of the standards.

    d. Written proof that a copy of the petition has been delivered to the vendor whose system is the subject of the dispute.

2. The vendor whose system is the subject of the dispute shall, within 15 days of receipt of a copy of the petition, file with the Tax Board a response to each complaint.

3. On the earlier of receipt of a response or 15 days following the filing of the petition, the Tax Board shall initiate an investigation into the complaint. This investigation may be conducted by the Tax Board, its staff, or an agent it designates. The person(s) conducting the investigation shall make a finding of fact and submit that finding to the Tax Board.

4. Vendors shall make available to the investigation their personnel, user documentation, technical documentation, and any other materials or information sources required by the Tax Board or its agent.

5. On receipt of findings of fact, the Tax Board shall review the petition and hold a hearing on the petition. All parties to the complaint shall be entitled to representation at the hearing. The Tax Board shall, at its discretion, find for the vendor, find for the petitioner, or continue the investigation.

6. If the Tax Board finds that the software system fails to meet these standards, it may, at its discretion:

a.   Decertify the system, and forbid any new contracts, contract renewals, or contract extensions that call for its use.

b.   Impose specific conditions on continued certification of the system.

c.   Require specific changes followed by new certification tests.

No modification of this Agreement shall be binding unless it is in writing and is signed by an authorized representative of the party against whom enforcement of the modification is sought.

Any notices required or permitted under this Agreement shall be in writing and delivered in person or sent by registered or certified mail, return receipt requested, with proper postage affixed.

In the event that any of the terms of this Agreement is or becomes or is declared to be invalid or void by any court or tribunal of competent jurisdiction, such term or terms shall be null and void and shall be deemed severed from this Agreement and all the remaining terms of this Agreement shall remain in full force and effect.

THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF LICENSOR'S OBLIGATIONS AND RESPONSIBILITIES TO YOU AND SUPERSEDES ANY OTHER PROPOSAL, REPRESENTATION, OR OTHER COMMUNICATION BY OR ON BEHALF OF LICENSOR RELATING TO THE SUBJECT MATTER HEREOF.

Accepted and Approved:

CSS ASSOCIATES, INC.
(Licensor)

By: ....J. Wayne Moore....

Title: ....President....

Date:........12/20/93........

RIPLEY CO., INDIANA
(Licensee)

By:....Kenneth W. gull....

....Donald Thomas....

....C. H. Zimmerman, Jr.....

Board of County Commissioners

Date:....12-20-93....

Recommended for Assessment Use:

By: ....Julia Seibert....
County Assessor

Date: ....12-20-93....

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EXHIBIT A

1. <u>Identification of licensed program and specifications</u>:
   CSS Appraisal System, trade name ProVal

2. <u>Location of licensee's facility (installation site)</u>:
   Ripley County Assessor
   Courthouse
   Versailles, Indiana 47042

3. <u>Specification of computer system on which licensed program will execute</u>:
   See specifications attached to BID dated December 20, 1993.

4. <u>License fee</u>: $6,300.00 (3 Workstation License)
   No support included with license
   No training included with license

5. <u>Support terms (including training, call-in help and on-site troubleshooting, customized modifications, updates, and enhancements)</u>:
   See BID dated December 20, 1993 and Support Agreement.

SUPPORT AGREEMENT

This SUPPORT AGREEMENT ("this Agreement") is made and entered into this ____th day of _____, 19___, by and between CSS ASSOCIATES, INC., (hereinafter "Support Vendor") an Ohio Corporation, with principal offices at 33 E. High Street, Springfield, Ohio 45502, and RIPLEY COUNTY, INDIANA BOARD OF COMMISSIONERS, (hereinafter "Customer"), with principal offices at Versailles, Indiana:

WITNESSETH:

WHEREAS, CSS ASSOCIATES, INC. ("Licensor") and Customer entered into that certain End-User Agreement dated _____, 19___ (the "License Agreement") under which Customer obtained a nonexclusive, nontransferable license to use certain computer programs in object code form and related user documentation (the "Licensed Program") on certain terms and conditions;

WHEREAS, Support Vendor desires to offer Customer certain services with respect to the Licensed Program on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the promises hereof, and the mutual obligations herein, the parties hereto, intending to be legally bound, hereby agree as follows:

Section 1

DEFINITIONS

For the purposes of this Agreement, the following definitions shall apply to the respective capitalized terms.

1.1 "Enhancement." Any modification or addition that, when made or added to the Licensed Program, materially changes its utility, efficiency, functional capability, or application, but that does not constitute solely an Error Correction. Enhancements may be designated by Support Vendor as minor or major, depending on Support Vendor's assessment of their value and of the function added to the preexisting Licensed program.

1.2 "Error." Any failure of the Licensed Program to conform in all material respects to its functional specifications as published from time to time by Licensor. However, any nonconformity resulting from Customer's misuse, improper use, alteration, or damage of the Licensed Program, or Customer's combining or merging the Licensed Program with any hardware or software not supplied or identified as compatible by Licensor or Support Vendor, shall not be considered an Error.

1.3 "Error Correction." Either a modification or an addition that, when made or added to the Licensed Program, establishes material conformity of the Licensed Program to the functional specifications, or a procedure or routine that, when observed in the regular operation of the Licensed Program, eliminates the practical adverse effect on

Customer of such nonconformity.

1.4 "Licensed Program." The computer programs described in the End-User Agreement including any extracts from such programs, derivative works of such programs, or collective works including such programs (such as subsequent Releases) to the extent offered to Customer under this Agreement or the License Agreement.

1.5 "Normal Working Hours." The hours between 8 a.m. and 5 p.m. on the days Monday through Friday, excluding regularly scheduled holidays of Support Vendor.

1.6 "Releases." New versions of the Licensed Program, which may include both Error Corrections and Enhancements.

1.7 "Term." An initial period of two (2) year(s) commencing on November 1, 1993. Thereafter, the Term shall automatically renew for successive periods of one (1) year each unless and until terminated pursuant to Section 6 hereof. In no event, however, shall the Term extend beyond the prescribed term of the License Agreement.

Section 2

SCOPE OF SERVICES

During the Agreement term, Support Vendor shall render the following services in support of the Licensed Program, during Normal Working Hours, subject to the compensation fixed for each type of service in Support Vendor's rate schedule set forth in Exhibit A.

2.1 Support Vendor shall maintain a telephone hotline that allows Customer to report system problems and to seek assistance in use of the Licensed Program.

2.2 Support Vendor shall maintain a trained staff capable of rendering the services set forth in this Agreement.

2.3 Support Vendor shall be responsible for using all reasonable diligence to correct verifiable and reproducible Errors when reported to Support Vendor in accordance with Support Vendor's standard reporting procedures. Support Vendor shall, within 24 business hours of verifying that such an Error is present, initiate work in a diligent manner toward development of an Error Correction. Following completion of the Error Correction, Support Vendor shall provide the Error Correction through a "temporary fix" consisting of sufficient programming and operating instructions to implement the Error Correction. Support Vendor shall include the Error Correction in all subsequent Releases of the Licensed Program. Support Vendor shall not be responsible for correcting Errors in any version of the Licensed Program other than the most recent Release of the Licensed Program, provided that Support Vendor shall continue to support prior Releases superseded by recent Releases for a reasonable period

sufficient to allow Customer to implement the newest Release, not to exceed 60 days.

2.5 Support Vendor may, from time to time, issue new Releases of the Licensed Program to its customers generally, containing Error Corrections, minor Enhancements, and, in certain instances if Support Vendor so elects, major Enhancements. Support Vendor shall provide Customer with one copy of each new Release, without additional charge. Support Vendor shall provide reasonable assistance to help Customer install and operate each new Release, provided that such assistance, if required to be provided at Customer's facility, shall be subject to the supplemental charges set forth in Exhibit A attached hereto.

2.6 Support Vendor may, from time to time, offer major Enhancements to its customers generally for an additional charge.

2.7 Subject to space availability, Customer may enroll its employees in Support Vendor's training classes, held at Support Vendor's facility, for regular or advanced training.

2.9 Support Vendor shall consider and evaluate the development of Enhancements for the specific use of Customer and shall respond to Customer's requests for additional services pertaining to the Licensed Program (including, without limitation, data conversion and report-formatting assistance), provided that such assistance, if agreed to be provided, shall be subject to supplemental charges mutually agreed to by Support Vendor and Customer.

2.10 Support Vendor may from time to time provide other special services to Customer as outlined in Exhibit B.

Section 3

FEES AND CHARGES

3.1 Customer shall pay Support Vendor its fees and charges based on the rate schedule set forth in Exhibit A attached hereto.

3.2 Customer shall reimburse Support Vendor for travel expenses (i.e., transportation, lodging, and meals) incurred by Support Vendor in rendering services to Customer at Customer's site. These expenses are included in and are part of Support Vendor's daily on-site fees stated in Exhibit A.

3.3 Support Vendor shall invoice Customer at the beginning of each calendar month for that month's support fee and for all other fees and charges accrued during the previous month. Customer shall pay the invoiced amount promptly in its normal payment cycle.

3.4 Customer shall be responsible for procuring, installing, and maintaining all

equipment, telephone lines, communications interfaces, and other hardware (other than the hardware constituting the program control center maintained at Support Vendor's facilities) necessary to operate the Licensed Program and to obtain from Support Vendor the services called for by this Agreement.

Section 4

PROPRIETARY RIGHTS

4.1 To the extent that Support Vendor may provide Customer with any Error Corrections or Enhancements or any other program, including any new programs or components, or any compilations or derivative works prepared by Support Vendor (collectively, "Vendor Programs"), Customer may (1) install one set of the Vendor Programs, in the most current form provided by Support Vendor, in Customer's own facility; (2) use such Vendor Programs in connection with the Licensed Programs, and in a manner consistent with the requirements of the License Agreement, for purposes of serving Customer's internal county needs; and (3) make one copy of the Vendor Programs in machine-readable form for nonproductive backup purposes only. Customer may not use, copy, or modify the Vendor Programs, or any copy, adaptation, transcription, or merged portion thereof, except as expressly authorized by Support Vendor. Notwithstanding Section 6 hereof, Customer's rights under this Section 4.1 shall remain in effect for so long as Customer is authorized to use the Licensed Programs under the License Agreement. Upon termination of such License Agreement, Customer shall return or destroy the Vendor Programs, and returning the Vendor Programs in the manner required by the License Agreement shall be sufficient for such purpose.

4.2 The Vendor Programs, including any associated intellectual property rights, are and shall remain the sole property of Support Vendor, regardless of whether Customer, its employees, or contractors may have contributed to the conception of such work, joined in the effort of its development, or paid Support Vendor for the use of the work product. Customer shall from time to time take any further action and execute and deliver any further instrument, including documents of assignment or acknowledgment, that Support Vendor may reasonably request in order to establish and perfect its exclusive ownership rights in such works, including any associated intellectual property rights.

Section 5

DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY

5.1 EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SUPPORT VENDOR EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES CONCERNING THE LICENSED PROGRAM OR THE SERVICES TO BE RENDERED HEREUNDER, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

5.2 In no event shall Support Vendor's cumulative liability for any claim arising in connection with this Agreement exceed the lesser of the total fees and charges paid to Support Vendor by Customer within the last 3 months. In no event shall Support Vendor be liable for any indirect, consequential, special, exemplary, or incidental damages of whatever kind and however caused, even if Support Vendor knew or should have known of the possibility of such damages.

5.3 No action, whether based in contract, strict liability, or tort, including any action based on negligence, arising out of the performance of services under this Agreement, may be brought by either party more than one (1) year after such cause of action accrued, except that an action for nonpayment may be brought within two years of the date of the last payment.

Section 6

TERMINATION

6.1 This Agreement may be terminated as follows:

1. This Agreement shall immediately terminate upon the termination of the License Agreement;

2. This Agreement may be terminated by either party upon the expiration of the then current term of this Agreement, provided that at least 90 days' prior written notice is given to the other party; or

3. This Agreement may be terminated by either party upon 30 days' prior written notice if the other party has materially breached the provisions of this Agreement and has not cured such breach within such notice period.

6.2 Following termination of this Agreement, Support Vendor shall immediately invoice Customer for all accrued fees and charges and all reimbursable expenses, and Customer shall pay the invoiced amount immediately upon receipt of such invoice. Customer may continue to use any work supplied to Customer by Support Vendor for the remaining term of the License Agreement. Any amount not paid within 30 days after the invoice date shall bear interest at the lesser of one (1) percent per month or the highest rate allowed by applicable law.

Section 7

MISCELLANEOUS

7.1 Each party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms. The parties further agree that this is the complete and exclusive statement of the agreement of the parties with respect to the subject matter hereof and that it supersedes and merges all prior proposals, understandings, and agreements, whether oral or written, between the parties with respect to the subject matter hereof. This Agreement may not be modified except by a written instrument duly executed by the parties hereto.

7.2 This Agreement and the parties' obligations hereunder shall be governed, construed, and enforced in accordance with the laws of the State of Indiana.

7.3 In the event that any provision of this Agreement is held invalid, illegal, or unenforceable, the remaining provisions shall be enforced to the maximum extent permitted by applicable law.

7.4 Neither party may assign its rights or duties under this Agreement without the prior written consent of the other party, except to a successor of all or substantially all of its business and properties.

7.5 The waiver by either party of any term or condition of this Agreement shall not be deemed to constitute a continuing waiver thereof nor of any further or additional right that such party may hold under this Agreement.

7.6 The Support Vendor will be available to make future modifications in the system required by future changes in State law, Tax Board rules and regulations or software standards as long as this Support Agreement remains in effect and paid up to date.

7.7 The Support Vendor will reimburse the county for all costs incurred as a result of the Vendor's failure to continue to support the assessment software during the life of this Agreement if the Customer is paying the fees provided for in this Agreement.

7.8 The Support Vendor's documentation and source code will be released by the escrow agent to the Customer when the Tax Board, an arbitrator, or a court rules that the Vendor has ceased to provide continued support and that the Vendor is incapable of resuming support.

7.9 These contract provisions shall be binding on all parties to the contract and their successors or assigns.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as set forth below.

CSS ASSOCIATES, INC.

RIPLEY COUNTY, INDIANA

By: _J. Wayne Moore_

By: _[signature]_

Title: _President_

[signature]

E. H. Zimmerman, Jr.

Board of Commissioners

Date: _December 20_, 19_93_

Date: _Dec 20_, 19_93_

EXHIBIT A

CSS ASSOCIATES, INC.
ON SITE TRAINING/TECHNICAL ASSISTANCE
(Per Support Person)

1 day visit (includes all expenses) 8:00 - 12:00 (4 Hours On Site)	$ 500

2 day visit (includes all expenses)
    12:00 - 4:00 day 1
    8:00 - 12:00 day 2
	800

3 day visit (includes all expenses)
    12:00 - 4:00 day 1
    8:00 - 4:00 day 2
    8:00 - 12:00 day 3
	1,200

4 day visit (includes all expenses)
    12:00 - 4:00 day 1
    8:00 - 4:00 days 2 & 3
    8:00 - 12:00 day 4
	1,600

5 day visit (includes all expenses)
    12:00 - 4:00 Monday
    8:00 - 4:00 Tuesday, Wednesday, Thursday
    8:00 - 12:00 Friday
	2,000

Per month (includes all expenses) 18 days 8:00 - 4:00	6,300

Custom programming - done at CSS
    office, not during site visit
    (Programming done during an on site visit
    is covered by the on site fee)
	$65/hr

Software telephone support & updates (3 Workstations) Beginning _____, 19___	$450/mo.

EXHIBIT B

SPECIAL SERVICES

General.

Support Vendor may offer and Customer may accept special services from time to time. Agreements for such services shall be described in writing as an addendum to this Agreement and properly executed by both Support Vendor and Customer.